WORK OF THE REVOLUTIONISTS.

ATTITUDE OF THE MONARCHISTS AND THE CLERGY-TRANSFORMATION OF THE

CIVIL SERVICE. IOM A STAFF CORRESPONDENT OF THE TRIBUNE. Bahia, December 19.

This is the first real centre of information which I have reached in traversing the Brazilian coast on the way to Rio. At Para, Maranhao and Pernambuco there were rumors in the air, but here there are five daily journals, publishing daily bulletins from Rio, and everything is known here almost as soon as it occurs in the capital. There have been constant exchanges of mails, and all important events have been chronicled here in special cable dispatches from day to day. During the last ten days there has been a deep feeling of depression among Republicans. Reports of the serious illness of General Fonseca, the Provisional President, have been contradicted and renewed. A few days ago it was currently reported that was dangerously ill, and that a successor had been chosen as the head of the Provisional Government. This startling rumor immediately affeeted exchange, and there was a general feeling of uneasiness. Possibly it was circulated for stockjobbing purposes. The latest information from Rio to-day points to General Fonseca's recovery. was seriously ill when the revolution occurred, and the excitement of the three memorable days in November caused a relapse. His death at this the summer of 1888 which provides that whocrisis in Brazilian affairs would be nothing less ever, by himself, or by his servant or agent, or as than a catastrophe. He commands popular confidence, and his prestige with the army is very great. The choice of a successor would inevitably create dissensions and feuds among the military officers, who are now in supreme control of affairs

The revolution at Bahia was temporarily obstructed by the Monarchists. When the first intelligence of the revolt of the battalions at Rio was received here an extraordinary session of the Municipal Council was held, and a resolution was adopted in favor of the Empire. The garrison was commanded by General Hermes Fonseca, a brother of the Provisional President. He refused to acknowledge the Republican Government's authority, although he had received the earliest advices from his brother at Rio. The Provisional Government then sent orders to Colonel Buys to arrest the commander and to take charge of the garrison. Colonel Buys, late in the afternoon of November 16, astonished his superior by inform ing him that he was a prisoner. "By whose authority?" the Colonel was asked. "By that of General Fonseca, Provisional President of the Republic," was the answer. Brother was against brother in this earliest scene of the revolution at before given. cepted the situation, and was released from arrest. Colonel Buys, however, assumed command of the garrison, and made arrangements for a military council of war the next day. He addressed the officers and the rank and file in front of the barracks, told them what had been done at Rio, and asked them to declare their preference for a republican form of government. Dr. Demazio, an ardent Republican, followed him with an eloquent plea for the establishment of a new political order. The officers and soldiers enthuinstically adopted a resolution in favor of the Republic. Dr. Demazio was appointed Provisional Governor, and the Provincial buildings were occupied by strong detachments of troops. The soldiers paraded through the streets, shouting for the Republic, and the excitement continued until a late hour On the previous night a few windows had been broken and one residence surrounded by a mob; but as soon as the army had declared for the Republic quiet was restored. The Administration has been quietly conducted from that day. This is the centre of the Roman obtained. The milk inspector has recommended Catholic Church in Brazil, the Archbishop having that every dairyman should pay a small fee for his residence here and Cathedral church. The clergy did not offer open resistance to the Repub-lic. They were completely dazed by the outbreak of the revolution. When the Provincial Government was overturned they readily acquiesced, but prudently refrained from committing themselves without reserve to the new political order. They are now taking no part in political discussion. The Provisional Government in Rio meanwhile

has been actively employed. It is transforming the Civil Service in all the States, sending out the Civil Service in all the States, sending out every day a swarm of new officials to administer the Government and to supplant Imperial office-holders. It has doubled the effective strength of the army by issuing orders for the recruitment of the force from 12,000 to 24,000 men. It has increased the pay of officers of the army. It has decreed a separation of Church and State. It has sanctioned civil marriage. It has decreed that all who can read and write shall be allowed to vote in the ensuing elections. It has declared that all foreigners who have been in the country for two years shall be entitled to the rights of citizenship, unless they officially proclaim their that all foreigners who have been in the country for two years shall be entitled to the rights of citizenship, unless they officially proclaim their unwillingness to abandon their rights in their own countries. It has instituted many reform measures by which retrenchment will be effected in the administration of the Government. At the same time some salaries have been increased. The President or Governor of Bahia formerly received \$4,000 a year. He is to be paid \$30,000 a year hereafter. The President of the Republic is to receive \$60,000 a year—which is, of course, much less than the cost of the Imperial establishment. Considerable teeling is manifested here against the increase of salaries for the administration of the local government. There is, indeed, a distinct and unmistakable growth of what may be termed State's rights feeling here. A meeting of the Municipal Council has been held, at which a resolution in favor of the abrogation of all export duties was narrowly defeated. The people of this Province desire to collect the customs and to administer the government without interference from Rio. This is destined to be the South Carolina of the Frazilian Confederation, where exaggerated ideas of the rights of the separate States will be advocated. Already it is evident that the mass of the ropulation here favor a Constitution based upon of the rights of the separate States will be advecated. Already it is evident that the mass of the population here favor a Constitution based upon the Swiss, rather than the American, model. Each State is to be supreme within its own jurisdiction, according to this view, and the Confederation is to lack the efficiency and motive power of the National Government in the United States. This is one of the dangerous tendencies which the Republic will speedily be called upon to face.

Already it is reported that dissensions have serisen in Rio between two important branches of the Provisional Government. The Secretary of Accientage and the Secretary of Finance have

arisen in Rio between two important branches of the Provisional Government. The Secretary of Agriculture and the Secretary of Finance have openly quarrelled, and there are serious differences of opinion reported among the Ministers. The trouble is nominally attributed to the patronage and appointments, but in reality it has been caused by serious differences of opinion respecting the trouble is nominally attributed to the patronage end appointments, but in reality it has been caused by serious differences of opinion respecting the wisdom of proclaiming an absointe separation of Church and State. These dissensions are most inopportune. At the same time the Government has been weakened by the refusal of the Emperor to accept the allowance of \$2,500,000 offered to him from the Treasury. His advisers before he sailed cautioned him against taking the money, and thereby compromising the claims of his family to the throne. He went to Portugal without the \$2,500,000 which the Provisional Government had offered to him, and since his arrival in Lisbon no authority has been received from him for carrying out the bargain. The Brazilians were generally induced to believe that the Emperor had literally sold out his rights in the monarchical trade. This was a mistake, which he Bevolutionists are now reluctantly compelled to correct. The offer has been made, but the bargain has not been closed. Meanwhile the Provisional Government remains in power, with the bayonets of the garrison behind it. It has appointed a committee to prepare the droft of a Constitution, which it will lay before the National Congress in February. Upon the acceptance of that draft by the representatives of the people

Electric Company, on four promissory notes for \$25,000

CINCINNATI'S MILK SUPPLY.

THE BUSINESS CONTROLLED BY THE BOARD OF HEALTH.

STRICT LEGISLATION AGAINST ADULTERATED MILK-CARE AND FOOD OF COWS

IN THE DAIRIES.

Cincinnati, Jan. 29 (Special).-The milk supply of Cincinnati is managed entirely by the Board of Health, which has among its subordinates milk and dairy inspectors. There is no organization of the dairymen, nor of the dealers and producers, of whom there were doing business in the city, according to the last annual report of the Health Department, 1,032, while there were 302 producers or dairymen holding permits to sell the lacteal fluid here. The number of cows under these permits was 12,207, and the acres of pasturage 17,089. During the year there were 1,745 dairy inspections made, 7,025 cows being thoroughly examined and fifty-six of the number condemned. The number of gallons of sweet milk sold daily was 20,250, or 7,391,250 gallons for the year, and the price ranged from 6 to 8 cents a quart, though in the cases of contracts with the hotels and large restaurants the figure was somewhat under 6 cents.

The quality of milk sold in Cincinnati as whole is good, mainly due to the stringent legislation regulating the sale, an ordinance relating to it having been passed by the Common Council in the servant or agent of any other person, sells, exchanges or delivers, or has in his custody or possession with intent to sell, exchange or deliver, exposes or offers for sale or exchange, adulterated milk, or milk to which water or any foreign substance has been added, or milk from diseased or sick cows, shall be punished for the first offence by a fine of from \$50 to \$200; for the second by a fine of from \$100 to \$300 or imprisonment in the workhouse of from thirty to sixty days, and for subsequent offence by a fine of \$50 and imprisonment of from sixty to ninety days.

A second section fixes the same penalties for offering as pure milk any milk from which the eream or any part thereof has been removed. A third section requires any dealer having for sale milk from which the cream or part thereof has been removed to expose in a conspicuous place above the centre on the outside of every vessel, can or package from which or in which such milk is sold, the words "skimmed milk," distinctly marked in uncondensed gothic letters not less than one inch in length. The penalties for failure to comply with this requirement are as The fourth and last section Bahia. General Hermes Fonseca gracefully ac- of this ordinance fixes the milk standard in these words: "In all prosecutions under this ordinance, if the milk is shown upon analysis to contain more than 87 1-2 per cent of watery fluid, or to contain less than 12 1-2 per cent of milk solid, or to contain less than 9 3-10 per cent of milk solids, exclusive of fat, it shall be deemed for the purpose of this ordinance to be adulterated, and not of good standard

During the past year there were eleven arrests of persons for violating the milk ordinances. Seven of these offenders had sold milk below the standard, two had been selling without a permit, and two had not turned their cattle out during the summer months. All of them were convicted in the police court, and the aggregate amount of fines collected was \$399. Great difficulty has been experienced by the Health Department in having dairymen take out permits at the proper time. It seems to be due more to carelessness than to wilful neglect, and it has been suggested that more efficient legislation on this subject b obtaining his permit. Such, he says, is done in most Eastern cities, and seems to work admirably.

The fraud practised in adulterating milk is to add water, or remove the cream, or both. In two instances last year coloring matter-anatto-was discovered in samples of milk. The dairies, those in the city as well as those in the country, are frequently inspected, and have generally been provided that the terms and conditions for 1890 are found in good condition, as have the dairy cows.

Reports are made weekly by the milk inspector through the Health Officer to the Board of Public Affairs, to which the Health Department is subordinate, and the daily papers have made prominent the names and addresses of all dealers whose milk was reported as below standard, and of all dairies found in bad or improper condition. The fear of this publicity has undoubtedly been an important factor in securing

condition. The leaf of this condition. The leaf of this undoubtedly been an important factor in securing a better quality of milk for consumption.

While there is no organization of dairymen of milk dealers in this city, there are two separate and very distinct classes of the former. These are the slop-fed and dry-fed dairies. Cincinnate has, as is known, many large distilleries, and in the vicinity of these within the city limits are numerous small dairies, having anywhere from half a dozen to twenty cows each. These are fed almost entirely on the slops from the distilleries, though they are also given some hay and grain. It is believed that they give more milk than the cows in the dry-fed dairies, but the product is not considered so healthful, the cows being kept confined by far the greater portion of the time in stables, which for the most part are illy ventilated, and until the Health Department took severe measures were very generally filthy. took severe measures were very generally filthy.

The dry-fed dairies are in the suburbs and scattered round about the outskirts of the city

and range in size from three or four to one in Ripley County, Indiana, of 600 With these the Health Officer and his subord to one in Ripley County, Indiana, of 600 acres. With these the Health Officer and his subordinates have very little, if any, difficulty. In speaking of "dry" dairies, the intention is not to convey the impression that nothing but dry feed is given the cows at those dairies. There is some slop fed, and also malt, the designation being used to distinguish them from the distillery or distinctively slop flairies. Milk from the Ripley County dairy and from others on the lines of the railroads leading into Cincinnati is brought to the city every morning by rail, though there is no milk train on any of the roads. Delivery is by wagon, and nearly every householder has his dairyman, who has this great necessity of life at the residence before daylight each morning. The regulations for milk wagons are almost as stringent as those for adulterated milk. Each is required to have painted upon its sides the name and location of the dairy the milk from which is vended, and any fullure to do this or to offer milk other than from the dairy represented is punishable by heavy fine. Every grocer and almost all the proprietors of daily markets have milk for sale, though the price is slightly in excess of that paid by consumers to whom the dairyman delivers directly. These are required to keep the name or names of the dairymen from whom the milk on sale is obtained posted conspicuously wherever such milk may be sold or kept for sale.

In reference to the care of cows in the dairies one section of the health law which is rigidly enforced requires that no cattle shall be kept in any place where the water, ventilation and food

one section of the health law which is rigidly en-forced requires that no cattle shall be kept in any place where the water, ventilation and food are not sufficient and wholesome for the preserva-tion of their health and safe condition for food; and from the first day of April tosthe first day of October no cow shall be kept in rooms, stalls, stables, sheds or apartments in the city for more than twelve hours in any one day.

Cotober no cow shall be kept in rooms, stalls, the Revolutionists are now reluctantly compelled to correct. The offer has been made, but the bargain has not been closed. Meanwhile the Provisional Government remains in power, with the bayonets of the garrison behind it. It has appointed a committee to prepare the droft of a Constitution, which it will lay before the National Congress in February. Upon the acceptance of that draft by the representatives of the people depends the immediate continuance of the powers of the military and revolutionary Government. I. N. F.

QUOTATION COMPANY OFFICERS

The stockholders of the New-York Quotation Company, which succeeded the extinct Commercial Telegram Company, esterday elected the following directors: Robert J. Kimball, Charles Merritt, George G. Ward, John O. Stevens, Edward C. Platt, William H. Baker and A. B. Chandler. The directors elected Mr. handler president, Mr. Ward vice-president and George W. Casper secretary and tressurer. Mr. Kimball is the representative of the Stock Exchange in the Board.

TROUBLES OF BUSINESS MEN.

William Exerton & Co., publishers at No. 2 Cooper Union, are in the hands of the sherist, and the sale of their critects is set down for to-day. Judgments have been only a few of the city dairy stables. Pure water, smalled, free air, dry feed and green pasture should be conditions with healthy cows, from which the conditions with healthy cows, from which the conditions with healthy cows, from which the conditions with healthy cows, from which we may expect to receive a supply of mire milk! fit to give the invalid, infant and the community at large.

WARD NOT ENJOINED.

A HOME-RUN FOR THE BROTHERHOOD.

JUDGE O'BRIEN THINKS THE "RESERVE" CON-TRACT TOO ONE-SIDED FOR EQUITY.

The baseball "cranks" had an inning in the Supreme Court yesterday, and they had a good number of speciators, who were interested in the proceedings and anxious to know which side would score : "home run." And a more disgusted lot of spectators probably never turned away from the Polo Grounds when the game was a "fizzle" than those who left the court-house after the decision had been read, because it practically decided nothing, and left the matter almost where it was before the proceedings in court began. Judge O'Brien practically washed his hands of the whole case, and told the parties interested to of the whole case, and told the parties interested to take their contest to a Court of Equity to have it cided. He refused to grant the injunction straining Ward from playing with any other than the

New-York club, and that was about all he did. According to the arguments of the counsel the whole case rested upon the meaning of the word "reserved" in Ward's contract, and that is the first point usidered by the Judge. He finds that whether the word is taken according to the oldest definition or the eaning that is in general use to-day, if there no other corsideration, the League would undoubtedly ave a right to Ward's services until the contract had expired, and he says there is ample time to try the case in the Special Term before the baseball season pens, and so he leaves both the members of the League and the Brotherhood on the anxious seat, where they will remain until the case is decided in the Special Term.

There is a drop of comfort for the Brotherhood in that part of the opinion where the Judge expresses : doubt as to the probability of the final success of the League when the case is tried in the Special "One of the principal questions discussed upon the argument," says the opinion, "was as to the meaning of the word 'reserve' as used in the con-Upon the part of the plaintiff it is claimed that the meaning of this word is and unambiguous, requiring no explanation, being used in its ordinary sense of 'to hold,' 'to keep for The defendant on the other hand claims that this word, which was not a new one to the parties, has a history . . . that it had always been d in a particular sense, and in order to ascertal that meaning reference must be had to the history of That if resort, is had to such history ! will result in a construction to be given to the co tract which shall determine that when the defendant corded the right to reserve his services it was not thereby meant that he was absolutely pledged or plaintiff, but services were reserved to of any other member of the League of baseball clubs. It is sufficient to say that whether Lengue we have regard to the history of the word as used in the various contracts, or give it its ordinary and well accepted meaning, we shall arrive at the same con insion as to the meaning of the word, adverse to th defendant's contention and in favor of the meaning given to it by the plaintiff. NOT DEFINITE ENOUGH

"It is insisted here by the plaintiff that there exists a definite and reasonable contract, and that the probability of its succeeding finally is of the strongest and nost certain kind. Is there such a definite contract existing between the parties that it can be enforced If sufficiently definite is it entirely constructionable wanting neither in fairness or mutuality? That a ourt of equity will not make a contract which th parties themselves have not made, and that it will not force an indefinite one, are elementary proposition that need no citation of authorities for th "Do these provisions constitute a definite contract between the parties or do they do more than reserve the services of the defendant subject to the making of contract thereafter with definite terms and con ditions! It must be noticed that these provision landing alone fall to disclose what are to be the terr and conditions of the agreement between the partie the event that the plaintiff shall exercise its option which is accorded, to reserve the defendant for the oall season of 1890. What are the terms and con ditions of the alleged agreement for the sear ow sought to be enforced? What does the defendant Ward agree to do? What salary is to be paid to him Not only are there no terms and conditions fixed, but do not think it is entirely clear that Ward agrees to do anything, further than to accord the right to re-serve him upon terms thereafter to be fixed. He does not covenant to make a contract for 1890 at the same alary, nor upon the same terms and conditions as furing the season of 1889. The provision relied upo as constituting the contract between the parties merel erves Ward for 1890 at a salary of not less than 83,000. But how much more is he to receive? And in case of dispute between the parties, how is the amount of salary to be determined? It is nowhere to be the same as those for 1889,"

The Judge then says that, although the contract ovides that the League may t vill, by giving ten days' notice to the players, no covision of it allows the players to break it. provision of it allows the players to break it. The opinion then continues: "A contract that is sought to be specifically enforced must be mutual both as to the remedy and the obligation. A party not bound by the agreement itself has no right to call upon a court of equity to enforce specific performances against the other contracting party by expressing his willingness in his bill to perform his part of the engagement. His light to the aid of the court does not depend upon his subsequent offer to perform the contract on his part, but upon its original obligatory character. It is a general principle that when from personal incapacity, the nature of a contract, or any other cause, a con-tract is incapable of being enforced against one party, that party is equally incapable of enforcing it specific ally against the other. It will thus he seen that I do not fully concur in the claims made by the plaintiff that the probability of finally succeeding is of the strongest and most certain kind. Upon either one or both of the grounds considered, but principally upon the ground that the contract is indefinite and uncerain, does there arise a serious doubt as to the plaintiff being accorded upon the trial the relief asked for While, therefore, I think that this is not a case in which a preliminary injunction should be granted, it is proper that the rights of the parties should be determined by a trial before the ball season begins, and to that end, on application made, I shall assist in securing a speedy trial upon which a final and de-liberate judgment upon the rights of the parties can be pronounced."

JOY AMONG THE BROTHERHOOD.

Ward, Keefe and their Brotherhood friends looked apon the decision as a victory, and were receiving ongratulations at a wholesale rate last night. They seemed to think that their old managers would speedily recognize the defeat and would refrain from prosecuting them further. A number of the players and their friends congregated in Keefe & Becannon's in Broadway, where the most pronounced demonstra-tions of joy were indalged in. The Brotherhood officials said that they would go right ahead making their arrangements for the coming season, and die of anticipate any further effort on the part of the clubowners to stop them.

owners to stop them.

League, American Association and minor league elabowners arrived in the city in larger numbers yesterday than was ever before known in the history of baseball. They came to be present at the special meeting of the National League and the Board of Ar-bitration at the Fifth Avenue Hotel to-day. The bitration at the Fifth Avenue Hotel to-day. The Ward decision will be discussed by the convention, and the League will lay out some definite plan of campaign. The American Association clair-owners, who, owing to so many of their players having joined the Brother-hood, are as deeply interested in the problem as their heady are as deeply interested in the problem as their heady of their players having joined the Brother-hood, are as deeply interested in the problem as their heady of the present and the problem as their trail Hotel last night, but remised to talk to reporters about what they contemplated doing. C. Von Der Ahe, of St. Louis, said: "If the court had enjoined Ward I intended at once to begin suits against the players who deserted my club. I cannot say now what Course I shall pursue. The American Association will make an effort to get the Indianapolis and Washington clubs to join us, and it now looks as if we would succeed. I think if this Players' League goes on, that the National League ought to make the right in the latter as possible and conflict every day that they can."

LEAGUE PEOPLE NOT BEATEN.

John B. Day, the president of the New-York club. received the news of Judge O'Brien's decision in any-thing but a happy frame of mind. "The decision does not seem to conform with the evidence," said he, "but all is not lost yet by any means. We shall take the matter into the courts and fight it to the bitter end. I acknowledge that I thought we would get a tem-

matter into the courts and main to we brief each a technowledge that I thought we would get a temporary injunction, and was at first disappointed. Still, I believe we will win the case in the end."

Directors C. T. Dillingham and Waiter Appleton, of the local club, were of the same opinion as their chief.

A. G. Spalding, the irrepressible president of the Chicago club, was not at all discouraged at Judge O'Brien's decision; in fact he expected it. "The decision is mighty good law as I see it," said Spalding." I do not see how Judge O'Brien could have made any other ruling. The time for the opening of the season is some distance off, and we have plenty of opportunities to try the case in the courts. Still if the season was to have opened to-morrow, Judge O'Brien would have granted that injunction. The backers of the players will not go on, as they say they will, until this case has been definitely settled. That money for the laying out of new grounds won't materialize until this case is settled for good and all."

C. H. Byrne, the president of the Broodyn club, was as undisturbed and as serene as ever. He was not

THAT TERRIBLE "GRIPPE."

What It Really Is Explained by One of the Best RAILROAD MEN BEFORE THE VEST SENATE Informed Men in America.

The president of one of the leading New-York Medical Colleges, in conversation with the writer the other evening,

"La Grippe,' the Russian influenza, that has caused so much talk, is a more severe affliction than people usually think. It arises mysteriously, and appears to have its origin in the atmosphere. The last time it visited Amerorigin in the atmosphere. The last time it visited America was in 1803, and it came than, as now, from Asia. The name 'influenca' comes from the suggestion that the maindy was due to the 'influences' of the heavenly bodies, but more modern science has discovered that it is due to the changes in the electrical conditions. Whatever may be the cause, it is a strong congestion of the blood vessels and mean managements in the head of these key known to the world.

Formerly this influenza was said to precede an epidemic of the plague, and the person who was about to be taken with the latter, had, as a preliminary, a fit of sneezing. Now it precedes a worse epidemic than the plague, namely, the terrible pneumonia. Its beginning is slight, but its ending is often terrible. Pains in the limbs, back, chest and head; a sore throat and lack of appetite; copious discharge of the nose; these are some of the symptoms this dread disease. Upon the slightest approach of any this uread disease. Upon the sugntest approach of any of these symptoms, a nervous feeling, or lassitude, resort should be had to a pure whiskey, which is the only certain means of breaking up this epidemic before it secures a hold upon the system, or check it when it has become statted. Care should be taken, however, to secure only that which is pure, as the article above named certainly is."

at all alarmed at the decision and said that the League would yet win its battle against its rebellious players.

THE DEATH RATE IN TENEMENT-HOUSES

SUPERFORITY OF EDIFICES ERECTED UNDER DIRECTION OF THE HEALTH DEPARTMENT.

Dr. R. S. Tracy, Register of Records in the Health me months ago reported to the Health pard that the death rate in 1888 was lower among people living in large tenement-houses than among upants of the smaller tenement-houses. In a applementary report yesterday he stated that the ath rate in 1888 had been found to be lowest in the houses built since 1880 under the supervision of of the largest class, each one occupying a full lot. Dr. Tracy gives the reason as follows:

Dr. Tracy gives the reason as follows:

The exactions of the Health Department are so onerous and the owners of tenement-houses are put to so great an expense in complying with them, that only very large buildings can be made to pay, and it is safe to say that most if not all the tenement-houses built since 1886 are Intended to accommodate 100 or more tenants. Now in this class of houses the death rate is much lower than in the houses of the old style, viz.; death rate of persons five years old and over 7.23, against 10.16 for the older houses; for children under five years, 68.39 against 86.22; and the general death rate 16.87 against 21.51.

Recent reports from London, Dr. Tracy says, show that, "low as the general death-rate of London is, the death-rate in the enormous and densely population artisans' dwellings that have been erected by charitable persons in that city is lower yet."

The results of Dr. Tracy's latest study of the nortality in New-York are given as follows:

mortality in New-York are given as follows:

1. The death-rate was lower during 1888 in houses standing single on a lot than where there were both front and rear houses.

2. The death-rate in houses built since 1880 was lower than in houses built before that time.

3. The death-rate was markedly lower in houses built since 1880, both for adults and children.

4. The highest death-rate in the second district (the only one analyzed) was below Reade-st.

5.—The highest child death-rate was in the Ninth Ward, and the next highest in the Fifteenth.

6. The highest death-rate of persons over five years of age was in the First and Third Wards and the next highest in the Eighth.

REGULATIONS FOR STREET-CLEANING,

THE POLICE TO CO-OPERATE WITH COMMIS-SIONER LOOMIS.

One of the first results of the conference regarding street cleaning, held at the Mayor's office on Monday, the preparation of a plan by which the Police will co-operate with the Street Cleaning Department in enforcing regulations in aid of cleanliness in the various thoroughfares. most of them suggested by Superintendent Murray Commissioner Loomis and Deputy Commissioner Hagan, with the aid of Corporation Council Clark and Commissioner Gilroy, will be promulgated in a day or two. They are expected to remedy many of the causes for complaint, especially those relating to the collection of garbage and refuse. The following are among the principal methods to be adopted:

collection of garbage and refuse. The following are among the principal methods to be adopted:

The foremen of the cartmen and laborers of the Street Cleaning Department will have their roll-calls at the police station stoops; this for the purpose of showing that the police are to exercise authority over the various gangs. An active, intelligent policeman will be detailed in each precinct to enforce street-cleaning ordinances; this ofacer to change from uniform to citizen's dress as occasion may require. Storekeepers throughout the city will be informed, at least three times, that it is a violation of law to sweep the refuse of their stores and other buildings across the sidewalk into the street. After these notices men in citizens' clothes will be detailed to make arrests between 6 and s o'clock a. m. if any persons persist in violating the law.

The police will arrest persons going with the drivers of ash-carts in the guise of helpers who assort the contents of the carts or barrels for rags or junic, causing the contents to be blown about in windy weather. Cartmen permitting the presence of such helpers are to be discharged. The overloading of ash and garbage carts must be prevented. Coverings of canvies or wood must be used to prevent the scattering of dirt from the cart.

Complaints by citizens, at the police station houses, of failure to remove ashes and garbage promptly, or of particular streets being in bad condition, shall be transmitted at once by the police captain to the street foreman of the precinct, and a copy sent promptly to the Commissioner of Street Cleaning.

Abandoned vehicles are to be taken to the corporation yard. This refers particularly to trucks left in the neighborhood of public squares or in streets leading to ferries.

Drivers of carts and other vehicles who permit to

in the neighborhood of public squares or in streets leading to ferries.

Drivers of carts and other vehicles who permit the contents to drop into the streets are to be prompt-ly arrested by the police. Vendors of fruit, venetables and fish are especially subjects of this

order.

When building materials are allowed in streets a strict compliance with the permit of the Department of Phillic Works must be observed.

There shall be a designated time for the removal of ashes and garbage, to be strictly adhered to. After snow-storms the police will request householders to clean the gutters as well as the sidewalks, so that the water may readily flow in the sewers as soon as a thaw comes.

When an ash or garbage receptacle is filled to overflowing the police will request the householder to remove a part of the contents.

The police have no power at present to stop the distribution of handbills and advertising cards to pedestrians, who usually throw them into the streets, adding to the general litter.

WHY THE COMMISSIONERS ARE COOL. President Post and Commissioner Cram of the Dock

Department, although on terms of civility, say that o unnecessary attention is wasted upon each other; ut Mr. Post added yesterday that he has had no dea, as reported by several papers, of trying to get ndicted on a charge of not attending to the

arose from a little incident, but an important one. ir. Cram informed me just, after the investigation Fourteenth-st., and in the evenings he studied by the Commissioners of Accounts began that I need not be alarmed about that. It was not I whom Fammany was after, Mr. Cram said; but it was the places of Commissioner Matthews and Mr. Greene, engineer in cluef of the department, which were wanted. I did not sympathize with such procedure and I told him so, but it was not until some weeks later that I discovered by accident that he had made a similar statement to Mr. Matthews, with the differ-ence only that Mr. Cram told him that he need not be alarmed, that the places of Mr. Greene and myself were the objects of Tammany's onslaught. I am not a politician and I told Mr. Cram quite plainly what I thought of this sort of thing."

Mr. Cram denies that he made such statements and says that there has been a misunderstanding.

ENTRIES FOR A FENCING TOURNAMENT.

The entries for the fencing championship, to be held nder the auspices of the Amateur Athletic Union, will close with J. E. Sullivan, P. O. Box 611, city, on entry for each contest. The contests will take at the New-York Athletic Club, No. 104 West Fiftyfifth-st. The finals are appointed for Saturday, Febuary 8, at 8 p. m. The time for holding the preliminary contests will be appointed by the committee when the entries are closed.

SUPERINTENDENT JASPER ILL.

Several hundred principals of the boys' departments of the grammar schools from all parts of the city met at the Board of Education office yesterday to consider the outline of the course of study. The course, which involves changes in nearly all the grades, grammar and primary, changes in hearly art the grades, grammar pages into effect next month, and Superintendent Jasper wished to present the changes in detail for discussion and suggestions. He had not been well for several rays, and rday he was attacked with influenza, which prevented him from leaving his house. In his absence Assistant superintendent Godwin presented the summary of changes and the methods by which that would be introduced.

THE DRESSED-BEEF INQUIRY.

EXPLAINING WHY THEY PAY MILEAGE ON RE-

FRIGERATOR CARS AND NOT ON

PALACE CATTLE CARS.

Washington, Jan. 28.-The Vest Committee, er leaged in investigating questions relating to the dressed beef industry, resumed its sessions this morning, and examined a number of railroad men. B. Dutcher, general live stock agent of the New-York Central Railroad, testified that the Central used a stock car of its own, and did not use palace cattle cars. The New-York Central at the beginning had refused to pay mileage on cattle cars, and had never made such payment a practice. An exception was made, however, in the case of cars containing horses, 3-4 cent per mile each "ay being allowed. On dressed beef refrigerator cars the company also allowed 3-4 cent a mile; the rate having been cut down from one cent. When the Trunk Line Association agreed not to pay mileage any longer on palace cattle cars, the railroads were still allowed to pay mileage on dressed beef cars.

Senator Vest-Then, as between the live cattle and the dressed beef, you refuse to pay mileage on the cars containing live cattle, but continue it as to dressed beef. Now is not that simply a rebate to the dressed beef men i

Witness-No, sir, I don't think it is a rebate; but, over and above what the refrigerator car is worth, it is a slight discrimination in favor of the dressed beef

John Harriett, traffic manager of the Baltimore and Ohio Railroad, testified that the Baltimore and Ohio paid three-fourths of a cent mileage on cattle cars from Chicago to the Ohio River; but that east of the Ohio River no mileage was allowed, the Eastern territory being in the Eastern Trunk Line Association, which had inhibited the payment of mileage. S. M. Felton, vice-president of the Eric, testified

that the mileage paid the dressed beef men on their cars undoubtedly gave a handsome profit, but that it was not what railroad men call a rebate. The rate was originally fixed at 3-4 cent because that was the allowance between the rallroads on interchanged the Health Department. Most of such houses are business. Some roads, in order to get business, put it up as high as 1 1-4 cents, and it was because of this that the Trunk Line agreement was reached. Frank Thomson, vice-president of the Pennsylvania

Railroad, corroborated the testimony of previous wit nesses as to the rates on cattle and dressed beef and matters pertaining to the trunk line agreement. The use of refrigerator cars belonging to private parties and the allowance of mileage he ascribed to the peculiar character of the cars, which were not adapted to other traffic.

Senator Vest-Why, instead of paying mileage, did you not establish a uniform transportation rate on Mr. Thomson-It is the custom to pay all owners

of cars a fixed rate for the use of the cars.

Mr. Thomson alleged that the Pennsylvania had determined not to carry patent live stock cars, regardless of what action the Trunk Line Association might take. It would not only not pay mileage, but would not take the cars. Its trouble was to more the traffic; and, as empty cars took up as much space as loaded ones, it had resolved to use its own cattle cars entirely, as they could be sent back to Chicago loaded with seal on from

entirely, as they could be sent back to Chicago loaded with coal or iron.

Hellis J. Hayden, second vice-president of the New-York Central Railroad, testified that the indications were that the Grand Trunk Railroad was continuing to pay mileage on private cars, notwithstanding the trunk-line agreement; but that the Grand Trunk strennously denied the charge. In explanation of the fact that mileage was still paid on dressed-beef cars the witness said that the dressed-beef business was started years ago, and the shippers built their own cars. The railroads had not much confidence in the industry, and therefore never built cars of their own, so that when the business became a large one the companies had no cars. The railroads had cattle cars, however, before cattle owners began shipping in their own cars, so that they were able to transport all cattle offered.

Senator Vest—What is the reason for the three-quarter-cent rate!

orter-cent rate? Witness-These dressed-beef men own the cars and Witness—These dressed-beet men own the action some own the article shipped. That gives them a great leverage. They can throw the whole business, and it is likely they would find some road to take their cars if we refused to do it. The only thing we can do is to fix a rate that is not high, but reasonable, and endeavor to keep the rates uniform, so that traffic shall select its own channel.

LEOPOLD SCHEPP STILL INDIGNANT.

THE STOCK EXCHANGE GOVERNORS REFUSE TO REOPEN HIS CASE.

The special meeting of the Governing Committee of the Stock Exchange, which was demanded by friends of Leopold Schepp, was held yesterday. By the rules of the Exchange ten members of the committee can call a special meeting, but a majority vote is required to reconsider a previous vote. The governors refused at the meeting yesterday to reopen the question of the recent punishment of ten days' suspension inflicted on Leopold Schepp and George H. Bend. The respondent. quarrel between these well-known brokers was not a quarrel between these well-known brokers was not a serious one, and it occurred in the unlisted department where concessions in manners, as well as commissions, may possibly be permitted. An interchange of information about the sugar Trust ended, as it began, in words, although Mr. Bend lost his temper so far as to slap Mr. Schepp's face.

It is at this interesting point that the evidence of these sections and the statement of the section of the sectio

witnesses varies. Mr. Schepp and his friends say that he displayed something akin to an angelie disposition, while Mr. Bend's friends insist that under any code of honor his blow was well directed and merited. Both men were suspended for ten days on complaint Both men were suspended for ten days on complaint of the Committee of Afrangements, which has charge of the floor of the Exchange. Mr. Schepp objected to the equality of the penaity, on the ground that the punishment would not have been more severe if he had returned Mr. Bend's blow. The refusal of the Governing Committee to reconsider its action was a great disappointment to Mr. Schepp, who complained afterward that the committee had refused to hear evidence. "I had my witnesses on hand," he said, "but neither I nor they could be heard. I am bound to infer that the committee was afraid that if our testimony had been heard it would have been forced to rescind its action. I will not say that this result was from favoritism, social or otherwise, but I insist that I have not received just treatment. I am ashamed of the Governing Committee, because I supposed it had pluck enough to admit a wrong."

THREW HIS CHILD OUT OF A WINDOW.

A BOHEMIAN GOES CRAZY FROM WORKING AT HIS INVENTIONS.

Excitement ran high among the Bohemian families living in the five-story tenement-house No. 121 Pitt-st. yesterday, when John Votozil, a crazy cigar-maker, threw his little son out of a top-story window and then tried to fling his aged mother after the child. Votozil is thirty years old. In his boyhood he gave some promise of becoming an inventor, and he spent most of his spare time pottering over nodels of machines. He became insane six years ago, but he recovered his reason in a short time. wife died from consumption about a year ago, leaving him with one child, Louis, then four years old. Since then Votozil's widowed mother has kept house duties of his office.

"The coolness between us," Mr. Post observed, for him. Their home was on the top floor of the house in Pitt-st. Votozil worked in a factory in models of steam engines in his rooms. At times he appeared to be flighty. Work in the shop in Fourteenth-st, was slack, and

two weeks ago Votozil was laid off. This gave him more time to study his inventions, and he thought so hard over them that he lost the little reason that he had left, and yesterday became a raving maniac. He shut himself in a front room and began to break the window panes with his naked fists. His mother went into the front room and entreated him to stop. Little Louis ran in after her. The madman seized the child by one arm and huried him through one of the windows. He fell sixty feet to the sidewalk. His skull, arms and legs were broken, yet he was alive when neighbors picked him up. After flinging the child through the picked him up. Atter himsing the class and tried to force her out also. Her screams called two sturdy lohemian workmen and Pollecman keon, who tied his hands. Later he and his dying child were taken to Bellevue Hospital, where it was said that the little boy could not live many hours.

WENT TOO FAR IN THEIR CELEBRATING. The celebration of the Chinese New-Year was fin-ished in Mott-st. on Monday night with such a display of fireworks and noise of fire-crackers that the police arrested several of those who were most zealous in the work. In a police court, Quong Sing, Lee Hah, Lee Wah and Hop Sing were each fined \$5 for disorderly conduct, and Quong Wing, who had a pair of brass knuckles in his pockets, was held in \$1,000 bail for carrying concealed a deadly weapon.

SHALL THE COFFEE EXCHANGE BUILDS The members of the Coffee Exchange held a special neeting yesterday to discuss the proposition to reconsider

the vote of January 21, at which it was decided not to the vote of January 21, at which it was declared not to erect a new building for the Exchange within the next three years. The point of order was raised yesterday that the proposed new building and grounds would cost over or about \$500,000, the charter of the Exchange imitting expenditures for such purposes to \$500,000. The liting expenditures for such purposes to \$500,000. The

meeting sustained the point, and adjourned. The January 21.

THE COURTS.

MOST AGAIN RELEASED ON BAIL. Presiding Justice Van Brunt, of the Supreme Court, locked himself and those directly interested in the case of John Most in his private chamber in the Court House yesterday, and listened to the arguments of William F. Howe for a stay of the execution of the sentence of one year's imprisonment against Most. Mr. Howe's arguments evidently had the desired effect because Judge Van Brunt granted the stay pending the decision of the Coart of Appeals, and fixed 85,900 as the amount of ball, the same amount that was required on the previous stay. Mrs. Ida Hoffman, of No. 67 Seventh-st., renewed the ball bond and Most was set free. In his written opinion Judge Van Brunt says that "in view of the fact that one of the Justices composing the General Term, with considerable hesitancy reached the conclusion that the conviction of the defendant ought to be affirmed and in view of the novelity of the questions which are raised upon this appeal, in respect to which it is possible there may be a difference of opinion, the appeal taken by the defendant does not appear to be frivolous, but to have a reasonable ground. Under such circumstances, he, having been convicted simply of a misdemeanor, should upon reasonable ball be allowed a stay of execution of the judgment pending such appeal." the sentence of one year's imprisonment against

BOTH GUILTY OF INFIDELITY.

The jury in the suit for divorce of Mrs. Nellie Harrison against Captain Frank Harrison, of the 13th Regiment, brought in a verdict last night finding Regiment, brought in a verdict last night finding both Mr. and Mrs. Harrison guilty of inidelity—Mr. Harrison with Louise Foreman and Mrs. Harrison with John R. Hatch. Mrs. Harrison brought the action for divorce from her husband and the latter in his answer to the complaint charged his wife with infidelity with Hatch and several other persons. The case was then sent from the Special Term of the Supreme Court to a jury before Judge Lawrence to determine the facts. The case will now be sent back to the Special Term for trial, on the original complaint, but it is exceedingly doubtful whether either Mr. or Mrs. Harrison can secure a divorce in view of the findings of the jury.

A BROKER SUES FOR HIS PAY:

James M. Jackson, a stock broker of Augusta, Ga., began a suit in the United States Circuit Court yesterday gan a suit in the United States Circuit Cardinal against William Graves, of this city. The plaintiff says that he was employed by the defendant to purchase \$103,300 par value of the debenture second mortgage income bonds of the Augusta, Gibson and Sandersville Railroad Company, in order to obtain a controlling interest in the road. Jackson made a contract with owners of the bonds in Augusta last October, but he did not receive the money from Graves and was compelled to give up the con-tract. He expected to make \$35,000 on the subsequent sale of the bonds. He asks for \$7,000 for his services

IN THE COURT OF APPEALS. Albany, Jan. 28 .- In the Court of Appeals to-day the following decisions were handed down:

Albany, Jan. 28.—In the Court of Appeals to-day the following decisions were handed down:

The People agt. John Lowe and others. Motion for reargument denied. with \$10 costs.

Charles Raht, executor, etc., agt. Henry Y. Attrili and others; in re application of James M. Clark and others, respondents, agt. the Water Commissioners of Amsterdam; in re petition of John Cutter to vacate, etc.; Frank B. Hodgkins, respondent, agt. Sarah F. Mead. Order affirmed, with costs.

The People, ex rel. Thomas Stapleton and another, respondents, agt. George H. Bell and another. Order affirmed, without costs.

Walter M. McKinney, infant, respondent, agt. the Long Island Railroad Company; the Wrought Iron Bridge Company agt. the town of Attica: the Citizens Bank. Judgment affirmed, with costs.

George J. Hubbard, respondent, agt. William H. Nearpass and another, administrators: the People ex rel. Thomas Sheridan, appellant, agt. Stephen B. French, Police Commissioner; George Munroe, respondent, agt. Ormund G. Smith and others; George C. Buel and others, respondents, agt. Benjamin F. Van Camp. Appeal dismissed, with costs.

Rose Acker, appellant, agt. the town of New Castle. Appeal dismissed on argument.

Owen Donnelly agt. the city of Brooklyn. Motion to prefer granted and cause put upon the day calendar for the first Tuesday of the next session.

Thomas J. Cavin agt. the city of Brooklyn. William Harrigan agt. the same. Judgment affirmed, with Harrigan agt. the same. Judgment reversed, new trial granted, costs to abide the event.

Byron J. Strough, supervisor of the town of Orleans, respondent, agt. the Board of Supervisors of Jefferson County, Judgment affirmed with costs.

In the Second Division the following decisions were handed down:

Alfrederie S. Hatch, respondent, agt. Henry Y.

handed down:

handed down:

Alfrederie S. Hatch, respondent, agt. Henry Y. Attrill and another, appellants; Collis P. Huntington, respondent, agt. Henry Y. Attrill and another, appellants; the Mayor, etc., of New-York, respondents, agt. the Eight Avenue Railroad Company; James K. Selleck, appellant, agt. William H. Keeler, sheriff, respondent; Margaret Murphy, appellant, agt. Lewis P. Ross, respondent: Francis C. Hill and another, respondents; agt. Stephen A. Palmer and another, respondents; the Wilcox & Gibbs Sewing Machine Company, appellant, agt. the Kruse-Murphy Manufacturing Company and another, respondents; James A. Robinson, respondent, agt. the Broadway and Seventh Avenue Railroad Company, appellant. Judgment affirmed, with costs.

firmed, with costs.

Thomas Doyle, appellant, agt. the Rector, etc., of
Trinity Church of New-York City, respondents. Judg
ment reversed, new trial granted, costs to abide the William Moores, respondent, agt. John Townshend impleaded, etc., appellant. Order affirmed, with costs

The following causes were argued:
Alma McCord, appellant, agt. Town of Ossining.

Murphy, administrator, etc., appellant, agt. City of Brooklyn, respondent.
William H. R. Sanford, respondent, agt. Standard
Oil Company, appellant,
Minna De Kay, appellant, agt. Charles H. Bliss et
al., respondents. al., respondents.

Mary T. Larkin, respondent, agt. Hugh O'Neill, appellant. Thomas E. Kane, respondent, agt. city of Troy, appellant.
Daniel Magee, respondent, agt. city of Troy, ap-

Daniel Magee, respondent, agt. United Pipe Line, appellant.

Line, appellant.

In the matter of the judicial settlement, etc., of Mary J. Clark, executrix of Freeman J. Tithean, deceased.

Max Mayer, appellant, agt. James McCreery, respondent. Max Mayer, appears a separate of January 29: First The following is the calendar for January 29: First Division—Nos. 161, 175, 192, 890, 207, 208, 209 and 212. Second Division—Nos. 716, 748, 686, 774, 777, 755, 756 and 783.

The decision rendered yesterday morning by the Court of Appeals at Albany in the suit of the city against the Eighth-ave, surface road finally settles the long litigation on the question of whether that road sha, pay license fees on its cars running above Fifty-ninth-st, under the charter received from the city entitling the road to build an extension of its line. The decision is in favor of the city, and compels the road to pay a license fee of \$25 on each car, or an annual sum of \$43,000.

BUSINESS IN THE SUPREME COURT. Washington, Jan. 28.—The proceedings in the Supreme court of the United States to-day were as follows: The Chief Justice announced that the court would ad-ourn on February 3 to March 3. um on February 3 to March 3. No. 1,497—The Bell's Gap Railroad Company, plaintiff

No. 1,497—The Bell's Gap Kauroad Company, plainting on error, agt. the commonwealth of Pennsylvania.

No. 1,498—The city of Chester, plaintiff in error, agt. the commonwealth of Pennsylvania. Leave granted to file brief on motions to dismiss or affirm these cases.

No. 196—Daniel Spill, appellant, agt, the Celluloid Manufacturing Company. Continued.

No. 1,133—J. P. Clough, president, etc., appellant, agt. E. J. Curtis, secretary, etc.
No. 1,134-H. Z. Burkhart, speaker, etc., appellant,

agt. C. R. Reed, chief elerk, etc. Argued.
No. 190-Pullman's Palace Car Company, plaintid in
error, agt. the Central Transportation Company. No. 692—The Central Transportation Company, plaintiff in error, agt. Pullman's Palace Car Company. Argued. The day call for to-morrow will be as follows: Nos. 190 and 692, 38, 187, 193, 194, 195, 197, 199, 200 and 201.

COURT CALENDARS FOR TO-DAY.

COURT CALENDARS FOR TO-DAY.

Supreme Court-General Term-Recess continued.

Supreme Court-Chambers-Before O'Brien, J.—Motion calendar, Nos. 1 to 42, called at 11 O'clock.

Supreme Court-Special Term-Part 1.—Before Andrews, J.—Case on, American Bank Note Co. agt. Manhattan Ballway Co. No calendar.

Supreme Court-Special Term-Part II—Before Beach, J.—Nos. 414, 415, 416, 417, 418, 419.

Supreme Court-Circuit-Part I.—Before Smith, J.—Nos. 520, 1205, 2538, 1208, 1016, 11083, 751, 2504, 2798, 2577, 996, 1007, 2220, 971, 831, 1006, 861, 1202.

2504, 2708, 2577, 996, 1007, 2220, 971, 831, 1606, 667, 1202.

Supreme Court-Circuit-Part II—Before Lawrence, J.—Nos. 1465b., 8712, 2294, 1520, 1518s., 1371, 909, 2932, 1518, 1532, 468b., 2816, 1276b., 1459.

Supreme Court-Circuit-Part III—Before Patterson, J.—Nos. 1597b., 1229, 1230, 1231, 1232, 1574b., 1613, 1614, 1615, 1616, 1617, 1618, 1619, 1620, 1621, 1622, 1624, 1625, 1626, 1627, 1628, 1629, 1639, 1630, 1631, 1632.

Supreme Court-Circuit-Part IV—Before Ingraham, J.—Nos. 1401, 1480, 950, 1430, 1485, 1187, 1936, 1392, 1294, 1295, 1296, 1297, 1298, 1296, 397, 1486, 432b., 514, 991, 1388, 1242, 1243, 1244.

Surregate's Coort-Before Ransom, S.—Estate of Samrel Wood and will of Rebecca Sampson, 10:30 a. m. For probate: Wills of A Michaelsberg, Joanna Bermann, Hugh Hirmes, C. E. Hitchings and Barbara Schmidt, 10 a. m.; J H Anderya, Rosanna Lind, Edward Rayard, M. Buhler, M. W. Geodyear and Almira Sulfilm, 10:30 a. m. Superfor Court-Special Term—Before Dugro, J.—Motlons, Superfor Court-Equity Term—Adourned for the term.

Superior Court—Equity Term—Adjourned for the term.
Superior Court—Trial Term—Part 1—Before Truax, J.—
Journed for the term.
Superior Court—Trial Term—Parts II and III—Ad-Superior Court-1712 (red for the term. Adjourned until Feb-raned Pleas-General Term-Adjourned until Febary 3.

Common Pleas—Special Term—Before Duly, J.—Motions.

Common Pleas—Trial Term—Part I—Before Allen, J.—

ase on, Schumacher agt, the Manhattan Railway Co. No Case on, Schumacher agt. the Manhattan Railway Co. Ne calendar.
Common Pleas-Trial Term-Part II-Adjourned for the term.

City Court-Special Term-Before Van Wyck, J.
Motions.

City Court-Trial Term-Parts I, II and III-Adjourned for the term.

Court-Trial Term-Part IV-Before McAdam, Court-Trial Term-Part IV-Before McAdam, special calendar, rt of General Sessions-Part I-Before Recorder, and Assistant District-Attorney Davis-Nes. 1 to